

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

~~03-20120~~

CASE NO.

CR-MORENO

18 U.S.C. § 371
18 U.S.C. 1341
18 U.S.C. 1343
18 U.S.C. 1951
18 U.S.C. 1956(h)
18 U.S.C. 2
49 U.S.C. 80116
18 U.S.C. 981(a)(1)(C)
18 U.S.C. 982(a)(1)

~~MAGISTRATE JUDGE~~

~~CLERK~~

03-60032CR-MARRA

UNITED STATES OF AMERICA

v.

MAGISTRATE JUDGE
SELTZER

ADVANCED MOVING SYSTEMS,
a/k/a "Advanced Moving System,"
ZION ROKAH,
a/k/a "Jonathan Rokah,"
TAMIR COHEN,
a/k/a "Tony,"
and "Tommy Chance,"
ODELIA SHMUELOV,
a/k/a "Odelia Shmuilov,"
and "Odelia Vale,"
SUSANNE SCHWEDHELM,
a/k/a "Suzanne,"
DIANA BAR,
a/k/a "Diana Bel,"
CHONI ALOUL,
a/k/a "Sean,"
GUY ASHKENAZI,
RONEN BAR,
a/k/a "Ronnie,"
EDDEI BENITA,
a/k/a "Eddy,"
OSHRI COHEN,
a/k/a "Osheri Cohen,"
YEHIEL COHEN,
a/k/a "Jessie,"
MORDECHAY EVGI,
ITZHAK LUZON,
a/k/a "Isaac,"
SHLOMO MOLAIM,
a/k/a "Sam" and "Sammy,"
ELI PERETZ,
LIOR RAFAEL,
YOSEF SCHVARTZMAN,
a/k/a "Joseph,"
EYAL ZEIRA,
a/k/a "Adam,"
YARON ISRAEL,
a/k/a "Ron," and
RAFI RAFAEL,
a/k/a "Joe,"

Defendants

INDICTMENT

The Grand Jury charges that:

FILED BY MR
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CLERK U.S. DIST. CT.
S.D. OF FL. 13411

GENERAL ALLEGATIONS

At times relevant to this Indictment:

1. Defendant **ADVANCED MOVING SYSTEMS**, also known as ("a/k/a") Advanced Moving System ("AMS"), was a moving company with offices in Sunrise, Florida, engaged in the interstate transportation of household goods ("goods") for members of the public. AMS maintained bank account numbers 2090002881154, 2090002881510, and 2000010587197, and utilized account numbers 2000010587139 and 2000010587281, all at First Union National Bank ("First Union"), Sunrise, Florida.

2. Defendant **ZION ROKAH**, a/k/a "Jonathan Rokah," was a resident of Sunrise, Florida, and was the owner and president of AMS. As owner and president of AMS, defendant **ROKAH** ran the day-to-day operations of the company.

3. Defendant **TAMIR COHEN**, a/k/a "Tony" and "Tommy Chance," was a resident of Hollywood, Florida, and was the office manager and dispatcher for AMS. As office manager, defendant **TAMIR COHEN** handled customer complaints and assisted in running the day-to-day operations of AMS.

4. Defendant **ODELIA SHMUELOV**, a/k/a "Odelia Shmuilov" and "Odelia Vale," was a resident of Sunrise, Florida, and was married to defendant **ZION ROKAH**. Defendant **ODELIA SHMUELOV** was a sales representative for AMS. As a sales representative, defendant **ODELIA SHMUELOV** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

5. Defendant **ZION ROKAH** had signatory authority on First Union bank account numbers 2090002881154, 2090002881510, 2000010587197, 2000010587139 and 2000010587281. Additionally, defendants **ZION ROKAH** and **ODELIA SHMUELOV** maintained bank account number 1010014366790 at First Union in Sunrise, Florida.

6. Defendant **SUSANNE SCHWEDHELM**, a/k/a "Suzanne," was a resident of Sunrise, Florida, and was a sales representative for AMS. As a sales representative for AMS, defendant

SUSANNE SCHWEDHELM solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

7. Defendant **DIANA BAR**, a/k/a "Diana Bel," was a resident of Sunrise, Florida, and was a claims representative for AMS. As a claims representative, defendant **DIANA BAR** dealt with customers who complained that their goods had been lost or damaged by AMS.

8. Defendant **CHONIALOUL**, a/k/a "Sean," was a resident of Hollywood, Florida, and was a foreman for AMS. As a foreman, defendant **CHONIALOUL** supervised the actual loading and/or delivery of customers' goods.

9. Defendant **GUY ASHKENAZI** was a resident of Sunrise and/or Miami, Florida, and was a foreman for AMS. As a foreman, defendant **GUY ASHKENAZI** supervised the actual loading and/or delivery of customers' goods.

10. Defendant **RONEN BAR**, a/k/a "Ronnie," was a resident of Sunrise, Florida, and was a foreman for AMS. As a foreman, defendant **RONEN BAR** supervised the actual loading and/or delivery of customers' goods.

11. Defendant **EDDEI BENITA**, a/k/a "Eddy," was a resident of Fort Lauderdale, Florida, and was a foreman for AMS. As a foreman, defendant **EDDEI BENITA** supervised the actual loading and/or delivery of customers' goods.

12. Defendant **OSHRI COHEN**, a/k/a "Osheri Cohen," was a resident of Miami Beach, Florida, and was a foreman for AMS. As a foreman, defendant **OSHRI COHEN** supervised the actual loading and/or delivery of customers' goods.

13. Defendant **YEHIEL COHEN**, a/k/a "Jessie," was a resident of Hollywood, Florida, and was a foreman for AMS. As a foreman, defendant **YEHIEL COHEN** supervised the actual loading and/or delivery of customers' goods.

14. Defendant **MORDECHAY EVGI** was a resident of Fort Lauderdale, Florida, and was a foreman for AMS. As a foreman, defendant **MORDECHAY EVGI** supervised the actual loading and/or delivery of customers' goods.

15. Defendant **ITZHAK LUZON**, a/k/a "Isaac," was a resident of Sunny Isles Beach, Florida, and was a foreman for AMS. As a foreman, defendant **ITZHAK LUZON** supervised the actual loading and/or delivery of customers' goods.

16. Defendant **SHLOMO MOLAIM**, a/k/a "Sam" and "Sammy," was a resident of Sunrise, Florida, and was a foreman for AMS. As a foreman, defendant **SHLOMO MOLAIM** supervised the actual loading and/or delivery of customers' goods.

17. Defendant **ELI PERETZ** was a resident of Plantation, Florida, and was a foreman for AMS. As a foreman, defendant **ELI PERETZ** supervised the actual loading and/or delivery of customers' goods.

18. Defendant **LIOR RAFAEL** was a resident of Sunrise, Florida, and was a foreman for AMS. As a foreman, defendant **LIOR RAFAEL** supervised the actual loading and/or delivery of customers' goods.

19. Defendant **YOSEF SCHVARTZMAN**, a/k/a "Joseph," was a resident of Plantation, Florida, and was a foreman for AMS. As a foreman, defendant **YOSEF SCHVARTZMAN** supervised the actual loading and/or delivery of customers' goods.

20. Defendant **EYAL ZEIRA**, a/k/a "Adam," was a resident of Sunrise, Florida, and was a foreman for AMS. As a foreman, defendant **EYAL ZEIRA** supervised the actual loading and/or delivery of customers' goods.

21. The defendants identified in Paragraphs 8 to 20 above are hereinafter collectively referred to as "the foremen."

22. Defendant **YARON ISRAEL**, a/k/a "Ron," was a resident of Coral Springs, Florida. Defendant **YARON ISRAEL** was a registered agent, officer, and director of Dolphin Relocation Services, Inc., a Florida moving company that received business from AMS.

23. Defendant **RAFI RAFAEL**, a/k/a "Joe," was a resident of Plantation, Florida, and was a moving contractor receiving business from AMS using the trade name Professional Movers.

COUNT 1
(Conspiracy: 18 U.S.C. § 371)

1. Paragraphs 1 through 23 of the General Allegations section are realleged and incorporated as though fully set forth herein.

2. From in or around February, 2001, and continuing through the date of this Indictment, at Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

ADVANCED MOVING SYSTEMS,
a/k/a "Advanced Moving System,"
ZION ROKAH,
a/k/a "Jonathan Rokah,"
TAMIR COHEN,
a/k/a "Tony,"
and "Tommy Chance,"
ODELIA SHMUELOV,
a/k/a "Odelia Shmuilov,"
and "Odelia Vale,"
SUSANNE SCHWEDHELM,
a/k/a "Suzanne,"
DIANA BAR,
a/k/a "Diana Bel,"
CHONI ALOUL,
a/k/a "Sean,"
GUY ASHKENAZI,
RONEN BAR,
a/k/a "Ronnie,"
EDDEI BENITA,
a/k/a "Eddy,"
OSHRI COHEN,
a/k/a "Osheri Cohen,"
YEHIEL COHEN,
a/k/a "Jessie,"
MORDECHAY EVGI,
ITZHAK LUZON,
a/k/a "Isaac,"
SHLOMO MOLAIM,
a/k/a "Sam" and "Sammy,"
ELI PERETZ,
LOR RAFAEL,
YOSEF SCHVARTZMAN,
a/k/a "Joseph,"
EYAL ZEIRA,
a/k/a "Adam,"
YARON ISRAEL,
a/k/a "Ron," and
RAFI RAFAEL,
a/k/a "Joe,"

did knowingly and willfully combine, conspire, confederate, agree, and reach a tacit understanding with each other and with persons known and unknown to the Grand Jury to commit the following offenses against the United States, to wit: (a) wire fraud, in violation of 18 U.S.C. §1343; (b) mail fraud, in violation of 18 U.S.C. §1341; (c) extortion, in violation of 18 U.S.C. §1951; and (d) making a false bill of lading, in violation of 49 U.S.C. § 80116.

OBJECT OF THE CONSPIRACY

3. It was the object of the conspiracy for the defendants to unjustly enrich themselves by luring customers into doing business with AMS by offering them low moving estimates, subsequently inflating the price of the move, and thereafter withholding delivery of their goods until they paid the inflated price to AMS.

MANNER AND MEANS

The manner and means by which the defendants sought to accomplish the object of the conspiracy included the following:

4. Defendant AMS represented itself to the public as a reputable and long-established moving company.

5. Defendants ODELIA SHMUELOV and SUSANNE SCHWEDHELM and other AMS employees provided low moving estimates to customers to induce them to hire AMS to move their goods. These estimates were conveyed by telephone, facsimile or electronic mail ("e-mail").

6. Defendants ZION ROKAH and TAMIR COHEN supervised loading foremen who typically rushed the customers through the AMS paperwork, causing them to sign blank or incomplete bills of lading and other documents, and failed to inform them of the total price of the move.

7. Once the customers' goods had been loaded, the foremen would inflate the total price of the move by claiming that the customers' goods occupied more cubic feet than had been originally estimated by AMS and/or by overcharging the customers for packing materials.

8. When contacted by customers requesting the delivery of their goods, defendants ZION

ROKAH, TAMIR COHEN, and other AMS employees demanded full payment of the inflated price before AMS would deliver the goods.

9. Defendants **ZION ROKAH, TAMIR COHEN, ODELIA SHMUELOV, DIANA BAR** and other AMS employees ignored customers' repeated complaints about the inflated price and/or lied to the customers about the delivery of their goods, often using false names when dealing with customers over the telephone and in writing.

10. When customers refused to pay the inflated price, defendants **ZION ROKAH, TAMIR COHEN, and other AMS employees arranged to warehouse customers' goods and refused to divulge the location of the goods to customers.**

11. When delivering the customers' goods, the foremen, acting under the direction of defendants **ZION ROKAH, TAMIR COHEN, and other AMS employees, demanded that customers pay any outstanding balance before they would unload the customers' goods.**

12. Defendants **ZION ROKAH, TAMIR COHEN, DIANA BAR, and other AMS employees refused to adequately compensate customers for any damaged or undelivered goods.**

13. Defendants **YARON ISRAEL and RAFI RAFAEL** accepted contract jobs from AMS, on which AMS had previously provided low estimates to customers. Thereafter, defendants **YARON ISRAEL and RAFI RAFAEL, through their respective companies, Dolphin Relocation Services, Inc., and Professional Movers, demanded full payment of the inflated price before delivering the customers' goods.**

OVERT ACTS

In furtherance of the conspiracy and to achieve the objects thereof, at least one of the co-conspirators committed or caused to be committed, in the Southern District of Florida and elsewhere, at least one of the following overt acts, among others:

Victim 1: Undercover Agent

1. On or about July 19, 2001, defendant **ODELIA SHMUELOV, using the name "Odelia Vale," e-mailed from Florida to an undercover agent ("UCA") with the Federal Bureau of**

Investigation ("FBP") in Georgia an estimate of \$1,248 to move the UCA's goods from Florida to Georgia.

2. On or about August 1, 2001, defendant **ELI PERETZ** and other **AMS** employees arrived at the UCA's home in Fort Lauderdale and asked a cooperating witness ("CW"), acting as the UCA's representative for the move, to sign documents, including a bill of lading, without explaining to the CW what was being signed.

3. On or about August 1, 2001, after the UCA's goods had been loaded, defendant **ELI PERETZ**, who supervised the UCA's move, inflated the price of the move on the bill of lading to \$3,759.

4. On or about August 1, 2001, defendant **TAMIR COHEN** told the UCA in Georgia by telephone that the UCA's goods would not be delivered unless she paid **AMS** the inflated price.

5. On or about August 29, 2001, defendant **ZION ROKAH**, using the name "Jonathan Rokah," spoke to the UCA in Georgia by telephone.

6. On or about August 29, 2001, defendant **TAMIR COHEN**, using the name "Tommy Chance," told the UCA in Georgia by telephone that **AMS** would sell the UCA's goods in two months if the UCA did not pay the inflated price.

7. On or about October 15, 2001, defendant **SHLOMO MOLAIM**, using the name "Sam," spoke to the UCA in Georgia by telephone and offered to reduce the UCA's remaining balance.

Victim 2: G.T.

8. On or about August 20, 2001, defendant **SUSANNE SCHWEDHELM**, using the name "Suzanne," e-mailed from Florida to G.T. in California an estimate of \$4,106 to move her goods from California to Georgia.

9. On or about September 10, 2001, defendant **YEHIEL COHEN**, using the name "Jessie," gave G.T. a blank bill of lading for her signature.

10. On or about September 10, 2001, defendant **YEHIEL COHEN** supervised the loading of G.T.'s goods, after which defendant **YEHIEL COHEN** inflated the price of the move on the bill

of lading to \$10,817.30.

11. On or about September 20, 2001, defendant **TAMIR COHEN**, using the name "Tommy," told G.T. by telephone in Georgia that **AMS** could sell her goods if she did not pay the inflated price in full.

12. On or about October 1, 2001, G.T. mailed a cashier's check, in the amount of \$4,428, to the **AMS** office.

13. On or about October 22, 2001, defendant **YARON ISRAEL**, using the name "Ron," spoke by telephone to G.T. in Georgia regarding the delivery of her goods.

14. On or about October 23, 2001, a foreman from Dolphin Relocation Services refused to unload G.T.'s goods unless she paid the balance that **AMS** and Dolphin Relocation Services claimed they were owed.

15. On or about November 20, 2001, defendant **DIANA BAR** e-mailed a claims form to G.T. in Georgia for missing and damaged goods.

Victim 3: C.R.

16. On or about August 13, 2001, defendant **ODELIA SHMUELOV**, using the name "Odelia Vale," e-mailed from Florida to C.R. in South Carolina an estimate of \$2,595.60 to move her goods from South Carolina to California.

17. On or about August 29, 2001, defendant **YEHIEL COHEN**, using the name "Jessie," gave C.R. a blank bill of lading for her signature.

18. On or about August 29, 2001, defendant **YEHIEL COHEN** supervised the loading of C.R.'s goods, after which defendant **YEHIEL COHEN** inflated the price of her move on the bill of lading to \$6,570.

19. On or about September 24, 2001, defendant **TAMIR COHEN**, using the name "Tommy," spoke by telephone with C.R. in California regarding the delivery of her goods.

20. On or about October 9, 2001, defendant **YOSEF SCHVARTZMAN**, using the name "Joseph," refused to unload C.R.'s goods unless she paid the balance that **AMS** claimed it was owed.

Victim 4: E.W.

21. On or about September 13, 2001, defendant **ODELIA SHMUELOV**, using the name "Odelia Vale," e-mailed from Florida to E.W. in Pennsylvania an estimate of \$2,516.20 to move his goods from Pennsylvania to Maryland.

22. On or about September 29, 2001, defendant **RAFI RAFAEL** by telephone inflated the price of E.W.'s move to \$7,000.

23. On or about October 24, 2001, defendant **RAFI RAFAEL** refused to deliver E.W.'s goods unless he paid the inflated price.

Victim 5: K.C.

24. On or about August 6, 2001, an AMS employee in Florida provided K.C. an estimate of \$1,911 to move her goods from Illinois to Georgia.

25. On or about August 15, 2001, defendant **RONEN BAR** supervised the loading of K.C.'s goods, after which defendant **RONEN BAR** inflated the price of the move on the bill of lading to \$3,846.

26. On or about September 28, 2001, defendants **TAMIR COHEN**, using the name "Tommy," and **ZION ROKAH**, using the name "Jonathan," in a telephone conversation with K.C. refused to deliver her goods unless she paid the inflated price.

27. On or about October 12, 2001, after K.C. paid the inflated price, defendant **SHLOMO MOLAIM**, using the name "Sam," spoke by telephone with K.C. in Georgia regarding the storage location of her goods.

Victims 6: A.M. and M.M.

28. In or around August 2001, defendant **SUSANNE SCHWEDHELM**, using the name "Suzanne," e-mailed from Florida to A.M. in New York an estimate of \$5,447.25 to move his family's goods from Maryland to Connecticut.

29. On or about August 10, 2001, defendant **RONEN BAR**, using the name "Ronnie," supervised the loading of A.M.'s and M.M.'s goods, after which defendant **RONEN BAR** inflated

the price of the move on the bill of lading to \$9,492.

30. On or about August 11, 2001, defendant **TAMIR COHEN**, using the name "Tommy" or "Tony," spoke by telephone with A.M. and demanded that A.M. wire certain monies to AMS before defendant **TAMIR COHEN** would schedule the delivery of A.M.'s and M.M.'s goods.

31. On or about August 28, 2001, A.M. caused the wire transfer of \$4,102 from a Washington, D.C. bank account to AMS' First Union account number 2090002881510.

32. On or about September 8, 2001, defendant **SHLOMO MOLAIM**, using the name "Sammy," refused to unload A.M.'s and M.M.'s goods unless they paid the balance that AMS claimed it was owed.

Victim 7: B.B.

33. On or about July 3, 2001, an AMS employee in Florida provided B.B. an estimate of \$1,925 to move his goods from Pennsylvania to Ohio.

34. On or about July 15, 2001, defendant **ITZHAK LUZON**, using the name "Isaac," supervised the loading of B.B.'s goods, after which defendant **ITZHAK LUZON** inflated the price of the move to between \$8,000 and \$9,000.

35. In or around late December 2001, defendant **ZION ROKAH**, using the name "Jonathan," told B.B. that AMS would sell his goods unless he paid the amount that AMS claimed it was owed.

Victim 8: A.P.

36. On or about July 30, 2001, an AMS employee in Florida provided A.P. an estimate of \$2,589 to move his goods from Virginia to Louisiana.

37. On or about August 1, 2001, defendant **ITZHAK LUZON**, using the name "Isaac," supervised the loading of A.P.'s goods, after which defendant **ITZHAK LUZON** inflated the price of the move on the bill of lading to \$5,690.

38. On or about August 2, 2001, defendant **TAMIR COHEN**, using the name "Tommy," demanded by telephone that A.P. pay \$4,250 for the return of his goods.

39. On or about August 9, 2001, defendant **EDDEI BENITA** refused to unload A.P.'s goods unless he paid the balance that **AMS** claimed it was owed.

Victim 9: C.K.

40. On or about August 22, 2001, an **AMS** employee in Florida provided C.K. an estimate of \$4,772.00 to move her goods from Florida to California.

41. On or about September 6, 2001, defendant **CHONI ALOUL**, using the name "Sean," gave C.K. a blank bill of lading for her signature.

42. On or about September 6, 2001, defendant **CHONI ALOUL**, using the name "Sean," supervised the loading of C.K.'s goods, after which he inflated the price of the move on the bill of lading to \$10,585.

43. Between on or about September 6, 2001 and October 11, 2001, defendant **TAMIR COHEN**, using the name "Tommy," by telephone refused to deliver or release C.K.'s goods unless she paid the balance that **AMS** claimed it owed.

44. On or about October 1, 2001, C.K. mailed a check in the amount of \$4,250 to the **AMS** office.

Victims 10: R.A. and P.A.

45. On or about August 6, 2001, defendant **ODELIA SHMUELOV**, using the name "Odelia Vale," e-mailed from Florida to R.A. and P.A. in Oklahoma an estimate of \$8,820 to move their goods from Oklahoma to Missouri.

46. On or about August 28, 2001, defendant **EYAL ZEIRA** supervised the loading of R.A.'s and P.A.'s goods, after which defendant **EYAL ZEIRA** gave R.A. an incomplete bill of lading for his signature.

47. On or about September 21, 2001, defendant **ODELIA SHMUELOV**, using the name "Odelia Vale," inflated the price of the move to \$17,938 in a telephone conversation with P.A.

48. Between on or about September 21, 2001 and September 27, 2001, defendants **ZION ROKAH**, using the name "Jonathan Rokah," and **TAMIR COHEN**, using the name "Tommy,"

spoke by telephone to R.A. and refused to deliver his goods unless he paid the inflated price.

Victim 11: A.J.

49. On or about May 4, 2001, defendant **ODELIA SHMUELOV**, using the name "Odelia Vale," e-mailed from Florida to A.J. in Missouri an estimate of \$1,667.25 to move his goods from Missouri to Pennsylvania.

50. On or about May 9, 2001, defendant **EYAL ZEIRA**, using the name "Adam," supervised the loading of A.J.'s goods, after which defendant **EYAL ZEIRA** inflated the price of the move to \$3,504.

51. On or about May 13, 2001, defendant **TAMIR COHEN**, using the name "Tommy," spoke by telephone to A.J. in Pennsylvania regarding the delivery of his goods.

52. On or about May 24, 2001, A.J. wire transferred \$750 from Pennsylvania to Florida for the benefit of defendant **ZION ROKAH**.

53. On or about May 25, 2001, defendant **GUY ASHKENAZI** refused to unload A.J.'s goods unless he paid the balance that **AMS** claimed it was owed.

Victim 12: D.M.

54. On or about November 6, 2001, defendant **SUSANNE SCHWEDHELM**, using the name "Suzanne," e-mailed from Florida to D.M. in Maryland an estimate of \$2,083.25 to move her goods from Maryland to Texas.

55. On or about December 2, 2001, defendant **OSHRI COHEN**, using the name "Osheri Cohen," supervised the loading of D.M.'s goods, after which defendant **OSHRI COHEN** inflated the price of the move on the bill of lading to \$4,440.50.

56. On or about December 2, 2001, defendant **TAMIR COHEN**, using the name "Tony," threatened in a telephone conversation with D.M. in Maryland to withhold delivery of her goods if she did not pay the inflated price.

57. On or about December 4, 2001, defendant **OSHRI COHEN** refused to unload D.M.'s goods unless she paid the balance that **AMS** claimed it was owed.

Victims 13: P.F. and B.F.

58. On or about March 4, 2002, defendant **ODELIA SHMUELOV**, using the name "Odelia Vale," e-mailed from Florida to B.F. in Wisconsin an estimate of \$1,745 to move P.F.'s and B.F.'s goods from Maine to Wisconsin.

59. On or about March 7, 2002, employees of AMS loaded P.F.'s and B.F.'s goods and inflated the price of the move to \$2,952.

60. On or about April 9, 2002, defendant **OSHRI COHEN** refused to unload P.F.'s and B.F.'s goods unless they paid the balance that AMS claimed it was owed.

Victim 14: B.G.

61. On or about May 4, 2001, defendant **ODELIA SHMUELOV**, using the name "Odelia Vale," e-mailed from Florida to B.G. in Kentucky an estimate of \$6,250 to move his goods from Kentucky to Florida.

62. On or about May 31, 2001, defendant **MORDECHAY EVGI** supervised the loading of B.G.'s goods, during which defendant **MORDECHAY EVGI** inflated the price of the move to between \$14,000 and \$15,000.

Victim 15: B.C.

63. On or about May 24, 2001, defendant **SUSANNE SCHWEDHELM**, using the name "Suzanne," e-mailed from Florida to B.C. in Michigan an estimate of \$3,625 to move B.C.'s goods from Michigan to North Carolina.

64. On or about May 31, 2001, defendant **LIOR RAFAEL** supervised the loading of B.C.'s goods, during which defendant **LIOR RAFAEL** inflated the price of the move on the bill of lading to \$11,889.50.

65. On or about June 7, 2001, defendant **TAMIR COHEN**, using the name "Tommy," spoke by telephone with B.C. regarding the price of the move.

66. On or about June 7, 2001, B.C. mailed two cashier's checks to AMS.

67. On or about June 15, 2001, defendant **MORDECHAY EVGI** refused to unload B.C.'s goods unless she paid the balance that AMS claimed it was owed.

Victim 16: E.M.

68. On or about February 8, 2001, defendant **ODELIA SHMUELOV**, using the name "Odelia Vale," e-mailed from Florida to E.M. in Tennessee an estimate of \$1,436.65 to move his goods from Tennessee to Florida.

69. On or about February 26, 2001, defendant **EYAL ZEIRA** supervised the loading of E.M.'s goods, after which defendant **EYAL ZEIRA** demanded that E.M. sign a blank bill of lading.

70. On or about February 26, 2001, defendant **ZION ROKAH** by telephone refused to unload E.M.'s goods.

71. On or about March 26, 2001, defendant **EYAL ZEIRA** refused to unload E.M.'s goods unless he paid an additional \$1,363.

All in violation of Title 18, United States Code, Section 371.

COUNTS 2 - 27
(Wire Fraud: 18 U.S.C. §§ 1343 and 2)

1. Paragraphs 1 through 23 of the General Allegations section and paragraphs 4 through 13 of Count 1 are realleged and incorporated as though fully set forth herein.

SCHEME AND ARTIFICE

2. It was the object of the scheme and artifice for the defendants to unjustly enrich themselves by luring customers into doing business with AMS by offering them low moving estimates, subsequently inflating the price of their moves, and thereafter withholding delivery of their goods until they paid the inflated price to AMS.

USE OF THE WIRES

3. On or about the dates listed below, at Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants, as listed below as to each count, for the purpose of

executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications, certain writings, signs, signals and sounds, as more specifically described below:

COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
2	02/08/01	ZION ROKAH, ODELIA SHMUELOV	E-mail from ODELIA SHMUELOV in Florida to E.M. in Tennessee, conveying an estimate
3	05/04/01	ZION ROKAH, ODELIA SHMUELOV	E-mail from ODELIA SHMUELOV in Florida to B.G. in Kentucky, conveying an estimate
4	05/04/01	ZION ROKAH, ODELIA SHMUELOV	E-mail from ODELIA SHMUELOV in Florida to A.J. in Missouri, conveying an estimate
5	05/24/01	ZION ROKAH	Western Union wire transfer from A.J. in Pennsylvania for payment to ZION ROKAH in Florida
6	05/24/01	ZION ROKAH, SUSANNE SCHWEDHELM	E-mail from SUSANNE SCHWEDHELM in Florida to B.C. in Michigan, conveying an estimate
7	07/19/01	ZION ROKAH, ODELIA SHMUELOV	E-mail from ODELIA SHMUELOV in Florida to the UCA in Georgia, conveying an estimate
8	8/01/01	ZION ROKAH, SUSANNE SCHWEDHELM	E-mail from SUSANNE SCHWEDHELM in Florida to A.M. in New York, conveying an estimate
9	08/01/01	ZION ROKAH, TAMIR COHEN	Telephone call from UCA in Georgia to TAMIR COHEN in Florida, who demanded payment of inflated price
10	08/02/01	ZION ROKAH, TAMIR COHEN	Telephone call from A.P. in Virginia to TAMIR COHEN in Florida, regarding the price to return his goods
11	08/06/01	ZION ROKAH, ODELIA SHMUELOV	E-mail from ODELIA SHMUELOV in Florida to P.A. and R.A. in Oklahoma, conveying an estimate
12	08/13/01	ZION ROKAH, ODELIA SHMUELOV	E-mail from ODELIA SHMUELOV in Florida to C.R. in South Carolina, conveying an estimate

COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
13	08/20/01	ZION ROKAH, SUSANNE SCHWEDHELM	E-mail from SUSANNE SCHWEDHELM in Florida to G.T. in California, conveying an estimate
14	08/28/01	ZION ROKAH, TAMIR COHEN	Wire transfer on behalf of A.M. from Bank of America in Washington, D.C. to AMS' First Union account no. 2090002881510 in Florida
15	08/29/01	ZION ROKAH, TAMIR COHEN	Telephone call from UCA in Georgia to ZION ROKAH and TAMIR COHEN in Florida, regarding the inflated price of the move
16	09/13/01	ZION ROKAH, ODELIA SHMUELOV	E-mail from ODELIA SHMUELOV in Florida to E.W. in Pennsylvania, conveying an estimate
17	09/17/01	ZION ROKAH, SUSANNE SCHWEDHELM	E-mail from SUSANNE SCHWEDHELM in Florida to C.A. in North Carolina, conveying an estimate
18	09/20/01	ZION ROKAH, TAMIR COHEN	Telephone call from G.T. in Georgia to TAMIR COHEN in Florida, regarding the inflated price of the move
19	09/21/01	ZION ROKAH, ODELIA SHMUELOV	Telephone call from P.A. in Missouri to ODELIA SHMUELOV in Florida, regarding the inflated price of the move
20	09/24/01	ZION ROKAH, TAMIR COHEN	Telephone call from C.R. in California to TAMIR COHEN in Florida, regarding the delivery of her goods
21	09/29/01	ZION ROKAH, RAFI RAFAEL	Telephone call from E.W. in Pennsylvania to RAFI RAFAEL in Florida, regarding the inflated price of the move
22	10/12/01	ZION ROKAH, SHLOMO MOLAIM	Telephone call from K.C. in Georgia to SHLOMO MOLAIM in Florida, regarding the location of her goods
23	10/15/01	ZION ROKAH, SHLOMO MOLAIM	Telephone call from UCA in Georgia to SHLOMO MOLAIM in Florida, regarding the inflated price of the move
24	10/22/01	ZION ROKAH, YARON ISRAEL	Telephone call from G.T. in Georgia to YARON ISRAEL in Florida, regarding the delivery of her goods
25	11/01/01	ZION ROKAH, SUSANNE SCHWEDHELM	E-mail from SUSANNE SCHWEDHELM in Florida to D.M. in Maryland, conveying an estimate

COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
26	11/20/01	ZION ROKAH, DIANA BAR	E-mail from DIANA BAR in Florida to G.T. in Georgia, conveying a claim form
27	3/04/02	ZION ROKAH, ODELIA SHMUELOV	E-mail from ODELIA SHMUELOV in Florida to B.F. in Wisconsin, conveying an estimate

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS 28 - 30
(Mail Fraud: 18 U.S.C. §§ 1341 and 2)

1. Paragraphs 1 through 23 of the General Allegations section and paragraphs 4 through 13 of Count 1 are realleged and incorporated as though fully set forth herein.

SCHEME AND ARTIFICE

2. It was the object of the scheme and artifice for the defendants to unjustly enrich themselves by luring customers into doing business with AMS by offering them low moving estimates, subsequently inflating the price of their moves, and thereafter withholding delivery of their goods until they paid the inflated price to AMS.

USE OF THE MAILS

3. On or about the dates set forth below, at Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

**ZION ROKAH,
a/k/a "Jonathan Rokah,"
and
TAMIR COHEN,
a/k/a "Tony" and "Tommy Chance,"**

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, well knowing that the pretenses, representations, and promises were false and fraudulent when made, and, for the purpose of executing the aforesaid scheme and artifice to defraud and for obtaining money, and attempting to do so, did knowingly cause to be delivered by the United

Postal Service, according to the directions thereon, certain mail matter, as more particularly described for each count below:

COUNT	DATE	DESCRIPTION OF MAIL MATTER
28	06/07/01	Cashier's check number 0414716947, in the amount of \$3,927.50, and cashier's check number 0414717435, in the amount of \$691.00, from B.C. in North Carolina to the AMS office located at 4582 North Hiatus Road, Sunrise, Florida
29	10/01/01	Cashier's check number 02416457, in the amount of \$4,428.00, from G.T. in Georgia to the AMS office located at 4582 North Hiatus Road, Sunrise, Florida
30	10/01/01	Bank check number 4001001799, in the amount of \$4,250.00, from C.K. in California to the AMS office located at 4582 North Hiatus Road, Sunrise, Florida

All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNTS 31--45
(Extortion: 18 U.S.C. §§ 1951 and 2)

1. Paragraphs 1 through 23 of the General Allegations section and paragraphs 4 through 13 of Count 1 are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants, listed as to each count below, did unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce by means of extortion by agreeing to receive money for moving services from customers, with their consent induced by the wrongful use of fear of economic harm, in that, defendants threatened to withhold delivery of customers' goods unless they paid the money that AMS claimed it was owed.

COUNT	DATES	DEFENDANTS	VICTIM(S)
31	02/08/01 - 04/24/01	ZION ROKAH, ODELIA SHMUELOV, EYAL ZEIRA	E.M.
32	05/04/01 - 05/25/01	ZION ROKAH, TAMIR COHEN, ODELIA SHMUELOV, GUY ASHKENAZI, EYAL ZEIRA	A.J.

COUNT	DATES	DEFENDANTS	VICTIM(S)
33	05/24/01 - 06/15/01	ZION ROKAH, TAMIR COHEN, SUSANNE SCHWEDHELM, MORDECHAY EVGI, LIOR RAFAEL	B.C.
34	07/03/01 - 12/24/01	ZION ROKAH, ITZHAK LUZON	B.B.
35	07/19/01 - 10/23/01	ZION ROKAH, TAMIR COHEN, ODELIA SHMUELOV, SHLOMO MOLAIM, ELI PERETZ	Undercover Agent
36	07/30/01 - 08/09/01	ZION ROKAH, TAMIR COHEN, EDDEI BENITA, ITZHAK LUZON	A.P.
37	08/06/01 - 09/27/01	ZION ROKAH, TAMIR COHEN, ODELIA SHMUELOV, EYAL ZEIRA	R.A. and P.A.
38	08/06/01 - 10/14/01	ZION ROKAH, TAMIR COHEN, RONEN BAR	K.C.
39	08/10/01 - 09/08/01	ZION ROKAH, TAMIR COHEN, SUSANNE SCHWEDHELM, RONEN BAR, SHLOMO MOLAIM	A.M. and M.M.
40	08/13/01 - 10/09/01	ZION ROKAH, TAMIR COHEN, ODELIA SHMUELOV, YEHIEL COHEN, YOSEF SCHVARTZMAN,	C.R.
41	08/20/01 - 10/23/01	ZION ROKAH, TAMIR COHEN, SUSANNE SCHWEDHELM, YEHIEL COHEN, YARON ISRAEL	G.T.
42	08/22/01 - 11/01/01	ZION ROKAH, TAMIR COHEN, CHONI ALOUL	C.K.
43	09/13/01 - 11/27/01	ZION ROKAH, ODELIA SHMUELOV, RAFI RAFAEL	E.W.

COUNT	DATES	DEFENDANTS	VICTIM(S)
44	12/02/01 - 12/04/01	ZION ROKAH, TAMIR COHEN, SUSANNE SCHWEDHELM, OSHRI COHEN	D.M.
45	03/04/02 - 04/09/02	ZION ROKAH, ODELIA SHMUELOV, OSHRI COHEN	P.F. and B.F.

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNTS 46 - 59

(Making a False Bill of Lading: 49 U.S.C. § 80116 and 18 U.S.C. § 2)

1. Paragraphs 1 through 23 of the General Allegations section and paragraphs 4 through 13 of Count 1 are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants, listed as to each count below, did knowingly, wilfully and with the intent to defraud customers, falsely make and alter a bill of lading, in that, the defendants caused customers to sign bills of lading that were blank or incomplete and/or fraudulently inflated the price of the customers' moves as reflected on the bills of lading:

COUNT	DATE	DEFENDANT	VICTIM(S)
46	02/26/01	ZION ROKAH, EYAL ZEIRA	E.M.
47	05/09/01	ZION ROKAH, EYAL ZEIRA	A.J.
48	05/31/01	ZION ROKAH, MORDECHAY EVGI	B.G.
49	05/31/01	ZION ROKAH, LIOR RAFAEL	B.C.
50	07/15/01	ZION ROKAH, ITZHAK LUZON	B.B.
51	08/01/01	ZION ROKAH, ELI PERETZ	Undercover Agent
52	08/01/01	ZION ROKAH, ITZHAK LUZON	A.P.
53	08/10/01	ZION ROKAH, RONEN BAR	A.M. and M.M.

COUNT	DATE	DEFENDANT	VICTIM(S)
54	08/15/01	ZION ROKAH, RONEN BAR	K.C.
55	08/28/01	ZION ROKAH, EYAL ZEIRA	P.A.
56	08/29/01	ZION ROKAH, YEHIEL COHEN	C.R.
57	09/06/01	ZION ROKAH, CHONI ALOUL	C.K.
58	09/10/01	ZION ROKAH, YEHIEL COHEN	G.T.
59	12/02/01	ZION ROKAH, OSHRI COHEN	D.M.

All in violation of Title 49, United States Code, Section 80116 and Title 18, United States Code, Section 2.

COUNT 60
(Conspiracy to Commit Money Laundering: 18 U.S.C. § 1956(h))

1. Paragraphs 1 through 23 of the General Allegations section and paragraphs 4 through 13 of Count 1 are realleged and incorporated as though fully set forth herein.

2. From on or about February 1, 2001, and continuing through the date of this Indictment, at Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

**ADVANCED MOVING SYSTEMS,
a/k/a "Advanced Moving System," and
ZION ROKAH,
a/k/a "Jonathan Rokah,"**

did knowingly and wilfully combine, conspire, confederate and agree and reach a tacit understanding with each other and with persons known and unknown to the Grand Jury, to commit the following offenses:

A. to conduct and attempt to conduct financial transactions affecting interstate commerce, which financial transactions involved the proceeds of a specified unlawful activity, that is, mail fraud, wire fraud, and extortion, in violation of Title 18, United States Code, Sections 1341, 1343, and 1951, knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, and with the intent to promote the carrying on of such specified

unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i); and

B. to engage and attempt to engage in monetary transactions affecting interstate and foreign commerce, by and through a financial institution, in criminally derived property of a value greater than \$10,000, said property being derived from a specified unlawful activity, that is, mail fraud, wire fraud, and extortion, in violation of Title 18, United States Code, Sections 1341, 1343, and 1951, in violation of Title 18, United States Code, Section 1957.

All in violation of Title 18, United States Code, Section 1956(h).

FORFEITURE

1. The allegations of Counts 2 through 45 and Count 60 of this Indictment are realleged and incorporated by reference for the purpose of alleging forfeitures to the United States of America of certain property in which one or more of the defendants has an interest, pursuant to the provisions of Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), and the procedures outlined in Title 21, United States Code, Section 853, and the provisions of Title 28, United States Code, Section 2461.

2. Upon conviction of any violation of Title 18, United States Code, Section 1956, each defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in such offense and any property traceable to such property.

3. Upon conviction of any violation of Title 18, United States Code, Sections 1341, 1343, and 1951, each defendant shall forfeit to the United States any property, real or personal, constituting or derived from proceeds traceable to such violation, pursuant to Title 18, United States Code, Section 981(a)(1)(C).

4. The property subject to forfeiture includes, but is not limited to, the following:

A. The sum of \$1,000,000;

B. All that lot or parcel of land, together with its buildings, improvements, fixtures, attachments and easements, located at

3712 N.W. 122 Terrace, Sunrise, Florida 33323, more particularly described as:

Lot 3, Block 15 of Twin Fountains Replat, according to the plat thereof, as recorded in plat book 142 at page 38 of the public records of Broward County, Florida; and

C. Other personal property, described as follows:

- i. one 2001 Freightliner Truck VIN 1FVABPCS21HJ93487;
- ii. one 2001 Freightliner Truck VIN 1FVABPCT01HJ93464;
- iii. one 2001 Freightliner Truck VIN 1FVABPCT91HJ93463;
- iv. one Navistar International Truck VIN 1HTSCAAM2XH660062;
- v. all the contents of First Union account #2090002881510, in the name of **ADVANCED MOVING SYSTEMS, INC.**;
- vi. all the contents of First Union account #2000010587197, in the name of **ADVANCED MOVING SYSTEMS, INC.**;
- vii. all the contents of First Union account #1010014366790, in the name of **ZION ROKAH** and **ODELIA SHMUILOV**;
- viii. all the contents of First Union account #2000010587139, in the name of Better Moving Services, Inc.; and
- ix. all the contents of First Union account #2000010587281, in the name of Transworld Movers, Inc.

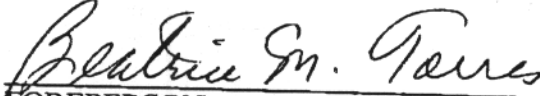
5. If any of the property or proceeds described above as being subject to forfeiture pursuant to any violation of Title 18, United States Code, Sections 1341, 1343, 1951, and 1956, as a result of any act or omission of the defendants:

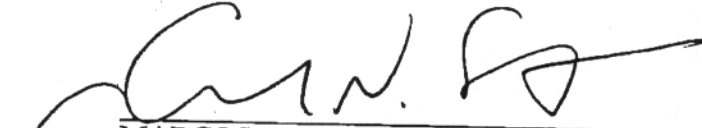
- A. cannot be located upon the exercise of due diligence;
- B. has been transferred, or sold to, or deposited with a third party;
- C. has been placed beyond the jurisdiction of the court;
- D. has been substantially diminished in value; or
- E. has been commingled with other property which cannot be subdivided without difficulty;

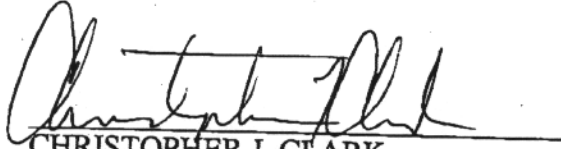
it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property or to seek the return of the property to the jurisdiction of the Court so that the property may be seized and forfeited.

All pursuant to the provisions of Title 28, United States Code, Section 2461, Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), and Title 21, United States Code, Section 853.

A TRUE BILL


FOREPERSON


MARCOS DANIEL JIMENEZ
UNITED STATES ATTORNEY


CHRISTOPHER J. CLARK
ASSISTANT UNITED STATES ATTORNEY